

10-24-08
SPECIAL STIPULATIONS
EXHIBIT A (page 1 of 2)

Concurrently with the execution of this lease, Tenant shall pay Landlord the first and last months rental in advance. Landlord may use, apply, or retain (without liability for interest) during the term, the whole or any part of the last months rental. Provided Tenant has complied with and is not in default of any of the terms of the lease, and Landlord has not applied said rental to past due rental, such last months rental shall be applied to the last month of the term.

Additional fees paid with the execution of this lease include: \$20.00 mailbox key fee, and, if Tenant chooses to use the hallway marquis placard for their suite, a \$30.00 sign fee. At the end of the lease mail key fee is refunded if mail keys are returned, and if placard and its glass have no damage \$30.00 of the sign fee will be refunded (Tenant must use foam core or other mount for sign). During lease term, lost mailbox keys result in a \$20 replacement fee for mailbox lock, or current fees assessed by the US Postal service. Mail Service is subject to US Postal determination.

A security deposit of \$ 400 .00 is required for electrical service based on Tenant's prediction of use. If air-conditioning or other high use equipment is installed by Tenant at a future time, an additional amount of deposit may be required at that time based on Tenant's monthly bill. Utility charges will be billed monthly in arrears, payment is due within 10 days of the invoice date. Payment made later than 10 days from the invoice date shall be subject to a 10% late fee, payable together with the utility payment. Service is subject to disconnection by Landlord if outstanding balance exceeds 30 days from date of bill. Landlord will give Tenant 5 days notice to remedy the default prior to disconnection. Notice may be given by any one of the following methods: via mail, e-mail, in person, or by posting notice at Tenant's suite address. All utility balances must be paid and an additional deposit may be required for power to be turned back on.

Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substances of any kind shall be thrown therein.

INSURANCE REQUIRED OF TENANT. Tenant shall obtain and provide on or before the earlier of the commencement of the term or Tenant's entering the Leased Premise for any purpose, keep in force at all times thereafter the following insurance coverage with respect to the Leased Premises: (a) comprehensive General Liability Insurance, with contractual liability endorsement relating to the leased premises and its appurtenances on an occurrence basis with a minimum single limit of three hundred thousand dollars (\$300,000), (b) such other insurance as may be carried on the Leased Premises and Tenant operation thereof, as may be determined by Landlord's insurance carrier or lender, as required of this Landlord.

Tenant agrees to indemnify and save harmless the Landlord against all damages to Tenant his agents, invitees, and to persons or property by reason of the use or occupancy of the leased premises or common areas, and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs.

ADDITIONS AND ALTERATIONS: In the event Landlord shall in its discretion, hereafter determine during the term to erect additional structures, and stories to existing buildings, enlarge, reconfigure or reduce the center by addition(s) to the center of land and or buildings, then Tenant hereby consents thereto and to the performance of work necessary to effect the same and any inconvenience caused thereby, so long as said construction or improvements do not prohibit the Tenant's ordinary course of business.

BY TENANT. Subject to the prior written approval of Landlord, Tenant may from time to time (if Tenant shall not then be in default), at its own expense, alter, renovate or improve only the non-structural interior of the Leased Premises provided this same be performed in good and workmanlike manner, in accordance with accepted building practices and applicable laws, and so as not to weaken or impair the strength or lessen the value of the building in which the Leased Premises are located. Tenant must run sprinkler pendants into any ceilinged structures created by Tenant, or any structure which could obstruct the current sprinkler head in studio. **PAINTING** of walls/ceilings: Ceilings may NOT be painted. Walls may be painted with light, neutral colors only. Dark colors MUST have Landlord's permission, and an additional deposit may be required if allowed.

Tenant has use of all common hall areas, common area restrooms, common entrance and loading doors for ingress and egress. Tenant bears responsibility for clean-up when these areas are dirtied by Tenant or his agents. Landlord hereby expressly reserves the right from time to time, to establish, modify, and enforce reasonable rules and regulations, with respect to the common areas, the center itself, and the use to be made thereof. Tenant must operate its business inside the leased premises, and must do so in a high class and reputable manner; public and private nuisances are prohibited. The premises shall be kept in a clean, pleasant, sightly, sanitary and safe condition and free from loiterers.

If options for additional terms are made available in this agreement, they must be exercised in writing via certified mail not less than ninety days prior to the expiration of the then current lease. If, for any reason, Tenant remains in leased premises beyond lease agreement date, and no agreement has been signed, nor any option exercised, the rental rate will automatically increase to the amount made available by the option, or, not less than 5%, or a rate determined by Landlord, and this rate may be adjusted at any time by Landlord or Landlord may notify Tenant in writing with 30 days notice that Tenant must vacate premises.

If Tenant wishes to include artists from outside this center, to act as instructors, to exhibit, or during Artisan Resource Center group shows, they must be approved by Landlord. Use of the name Artisan Resource Center may be routinely used to indicate location, however permission must be obtained from Parkway Properties to use the name for any other purpose (including press releases, mailings, promo, Internet sites, etc.)